

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



**TRAVEL AND SUBSISTENCE PROVISIONS**

**FOR**

**PARKING AND HIGHWAY IMPROVEMENT (STRIPER-LABORER)**

**IN**

**IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO,  
SANTA BARBARA, AND VENTURA COUNTIES**

23-102-40  
**RECEIVED**  
Department of Industrial Relations  
AUG 9 7 1997  
Chief Clerk

**LABORERS' MASTER STRIPING AGREEMENT**

This Agreement made and entered into this 1st day of July, 1997 by and between the **Associated General Contractors of California, Inc.**, on behalf of its respective eligible members, hereinafter referred to as the **Contractors**; and, the **Southern California District Council of Laborers** affiliated with the Laborers' International Union of North America, AFL-CIO, on behalf of itself and on behalf of its affiliated **Laborers' Local Union No. 1184**, which have jurisdiction over the work covered by this Agreement, hereinafter referred to as the **Union**.

**P U R P O S E**

The Contractors are engaged in the business of Striping, and related work activities, of asphalt, mastic, concrete or other paved surfaces in Southern California. In the performance of their contracting operations the Contractors are employing and will employ workers. It is the desire of the parties to establish uniform rates of pay, hours of employment and working conditions for workers employed by the Contractors and to provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or grievances between the parties hereto, to the end that the Contractors are assured continuity of operation and workers are assured continuity of employment.

**ARTICLE I**

**General Provisions**

The term "Association" shall refer to the Associated General Contractors of California, Inc.

The term "Contractor(s)" or "Employer" shall refer to a person, firm or corporation party to this Agreement.

The term "Union" means the Southern California District Council of Laborers and its affiliated Local Union, Laborers Local Union No. 1184.

## ARTICLE XV

### TRAVEL, SUBSISTENCE AND SHOW UP PAY

#### A. Travel Time.

1. On work covered by this Agreement, the Contractor shall be responsible for payment of wages from the permanent yard to the jobsite and return as set forth in this Article. Employees who are qualified and/or requested to drive a Contractor's vehicle from the Contractor's permanent yard to the first jobsite and return to the Contractor's permanent yard will be paid the Travel Time Hourly Rate of pay, in addition to the Contractor making the vacation/supplemental dues contribution to the Vacation Trust, but excluding all other fringe benefits, for the actual time he spends driving, up to a maximum of four (4) travel hours in one day. Travel hours beyond four (4) in one day shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. Employees who are not qualified and/or not requested to drive a Contractor vehicle will report to the Contractor's permanent yard and travel in the Contractor's vehicles to the first jobsite and return to the Contractor's permanent yard, and will be paid the Travel Time Hourly Rate of pay in addition to the Contractor making the vacation/supplemental dues contribution to the Vacation Trust, but excluding all other fringe benefits, for the actual time spent riding in the vehicle, up to a maximum of four (4) travel hours in one day. Travel hours beyond four (4) in one day shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. Travel time shall not be considered hours worked and therefore the provisions of Article X (A) 2, shall not apply. Effective July 1, 1999, this paragraph is eliminated in its entirety.

2. On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. The provisions of Article X (A) 2, shall not be applicable in these circumstances. It is also agreed that the Contractor will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this paragraph.

**Effective July 1, 1999, the preceding paragraph will be amended to read:**

2. On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the employee's appropriate classification rate contained in this Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article X A (2) shall apply for all hours worked or paid over eight hours per day or worked on the sixth or seventh day.

3. Employees may be instructed to report to the jobsite on their own time only if the jobsite is closer to the employee's home than to the permanent yard.

Effective July 1, 1999, the preceding paragraph will be amended to read:

3. An employee who is not qualified and/or not requested to drive a Contractor's vehicle may be instructed to report to the first jobsite of the day on the employee's own time and without pay, provided that the jobsite is no more than fifty (50) street miles from his home. If the jobsite exceeds fifty (50) street miles from the employee's home, the employee must be notified to report to the permanent yard. If the Contractor does not notify the employee to report to the permanent yard and the employee drives more than fifty (50) street miles from his home to the jobsite, the employee shall be paid the appropriate wage rate and fringe benefit contribution, together with mileage reimbursement at the I.R.S. approved rate, for such travel.

No employee shall be required to use his own vehicle to drive from jobsite to jobsite.

4. Yard work performed by employees preparing to travel to the jobsite shall be considered travel time and subject to the provisions of paragraph 1 above. **Effective July 1, 1999, this paragraph is eliminated in its entirety.**

5. Travel time shall be paid at one and one-half times the Travel Time Hourly Rate of pay. **Effective July 1, 1999, this paragraph is eliminated in its entirety.**

6. If this Article is in conflict with wage determinations under either the Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay travel time in accordance with those statutes, provided, that the Contractor pay not less than contained in this section.

B. Subsistence.

1. Subsistence shall be paid at the rate of fifty dollars (\$50.00) per scheduled workday when the employee actually stays overnight near the jobsite. There shall be no prorating of subsistence.

2. In lieu of subsistence pay, the Contractor may provide and maintain acceptable room and board on or near the project seven (7) days per week in compliance with California State Laws.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay subsistence in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

C. Show Up Time. Employees who report for work and for whom no work is provided, shall receive a minimum of two (2) hours work payable at the regular rate of pay, plus benefits. Employees shall be considered as having been ordered to work if, after checking with the Dispatcher, the Dispatcher failed to notify the Employee not to report to work. An employee who reports for work and is dispatched to a jobsite shall receive not less than four (4) hours work payable at the regular rate of pay, plus benefits; and if more than four (4) hours are worked in any one day, shall receive his regular rate of pay and benefits for his actual hours worked. New employees on their first day of work shall be paid for their actual hours worked. Neither the Contractor nor Employee will devise or put into operation any scheme, whether herein enumerated or not, to obtain an unwarranted benefit from the terms of this paragraph.

If this section is in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay show up time in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this section.

## **ARTICLE XVI**

### **Wages and Fringe Benefits**

#### **A. Overtime Rates**

Effective September 1, 1997, time and one-half (1½X), up to twelve (12) hours work in one (1) day, double time (2X) thereafter. Work performed on Holidays paid at double-time (2X) rate.

Effective July 1, 1999, the preceding paragraph will be amended to read:

Time and one-half (1½X), except on Holidays, which are double-time (2X).

B. Hourly Wage Rates

The following hourly wage rates shall apply to the following classifications on all striping and related work performed as part of the striping operation covered by the terms of this Agreement:

September 1, 1997, \$0.75 allocated as: \$0.68 to Wages  
\$0.07 to Pension

<u>GROUP I</u>	<u>Hourly Rate</u>		<u>Travel Time</u> <u>Hourly Rate*1</u>	
	Effective 9-1-97	Effective 7-1-98	Effective 9-1-97	Effective 7-1-98
Protective Coating, Pavement Sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; Equipment Repair Technician: performs major repairs on all equipment used by the contractor for the jobsite	\$17.64	\$18.36	\$11.76	\$12.24

## GROUP II

Traffic Surface Abrasive  
Blaster; Pot Tender -  
removal of all traffic lines  
and markings by any method  
(sandblasting, waterblasting,  
grinding, etc.) and preparation  
of surface for coatings; Traffic  
Control person - controlling  
and directing traffic through  
both conventional and moving  
lane closures; operation of  
all related machinery and  
equipment

\$18.04	\$18.76	\$12.03	\$12.51
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## GROUP III

Traffic Delineating Device  
Applicator: Layout and  
application of pavement markers,  
delineating signs, rumble and  
traffic bars, adhesives, guide  
markers, other traffic  
delineating devices including  
traffic control. This category  
includes all traffic related  
surface preparation (sandblasting,  
waterblasting, grinding) as  
part of the application process.  
Traffic Protective Delineating  
System Installer: removes,  
relocates, installs, permanently  
affixed roadside and parking  
delineation barricades, fencing,  
cable anchor, guard rail,  
reference signs, monument markers;  
operation of all related machinery  
and equipment; Power Broom  
Sweepers.

\$19.61	\$20.33	\$13.07	\$13.55
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#### GROUP IV

Striper; Layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment. \$20.61 \$21.33 \$13.74 \$14.22

\* All travel time hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Effective July 1, 1999, this language and the practice of payment of Travel Time will be deleted in its entirety.

<sup>1</sup> Effective July 1, 1999, all references to Travel Time Hourly Rate and the practice of payment of Travel Time will be eliminated in their entirety.

#### FUTURE INCREASES\*

July 1, 1998 \$.75 to be allocated as: \$.72 to Wages  
\$.02 to Center for  
Contract Compliance  
\$.01 to Apprenticeship

July 1, 1999 \$.30 to be allocated by the Union\*

\* Upon written notice to the Association at least sixty (60) days prior to July 1, 1999, the Union may allocate all or a portion of the future increases to (1) Hourly wage rate; (2) Health and Welfare; (3) Pension; (4) Vacation; (5) Training and Retraining; (6) Supplemental Dues; (7) Center for Contract Compliance; (8) Contract Administration Fund (9) Any combination thereof.

In the event the wages in this Article are in conflict with either the federal Davis Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay wages in accordance with those statutes, provided, that the Contractor pay not less than is stipulated in this Article.

C. Health and Welfare

1. Contractors covered by the terms of this Agreement agree to pay to the Laborers' Health and Welfare Trust Fund for Southern California the sum designated in Attachment #1 of this Agreement for each hour worked or paid for on all classifications contained in this Agreement.

2. The Contractor may make voluntary contributions on behalf of supervisory employees above the rank of craft foreman in the amounts and manner to be determined by the Trustees.

3. Contractors covered by the terms of this Agreement approve and consent to the appointment of the Trustees designated by the Laborers' Health and Welfare Trust Agreement for Southern California and further ratify, confirm and consent to all acts heretofore taken in the creation and administration of said Trust by the joint Trustees, its agents and representatives, and agree to be bound by all the terms, conditions, provisions, privileges and obligations provided for by said Agreement and Declaration of Trust as same may be constituted in its original form, as amended, and as may be subsequently amended.

4. The Trustees shall maintain overall benefit costs of the Trust at a level that can be purchased for three dollars and thirty (\$3.30) per hour.

5. Effective July 1, 1997, the contribution rate will be reduced and shall be three dollars and thirty cents (\$3.30) per hour.

D. Ratios. The ratio of Entry Level Laborers to Journeymen shall be one Entry Level Laborer for the first four Journeyman, (although the Entry Level Laborer may be the second [2<sup>nd</sup>] Laborer on the project) and one Entry Level Laborer for every four Journeymen thereafter. No Entry Level Laborer may work without a Journeyman Laborer on the project.

E. Wages and Fringe Benefits.

Hourly Wage Rates and Fringe Benefits for Entry Level Laborers:

		<u>Wage</u>	<u>**Travel Time</u>
		<u>Rates</u>	<u>Hourly Rate<sup>1</sup></u>
Step I (0-2000 hours) - 60% of Group IV . . .		\$12.37	\$8.24
Step II (2001-4000 hours) - 70% of Group IV.		\$14.43	\$9.62
<u>Fringe Benefits:</u>			
		<u>Step I</u>	<u>Step II</u>
Health & Welfare	60%	\$1.98	70% \$2.31
Pension	10%	.21	10% .21
Vacation*	40%	.88	70% 1.53
Training & Retraining	***	***	100% .28 .
Center for Contract			
Compliance	***	***	100% .13
Industry Fund	***	***	100% .05
TOTAL FRINGES		\$3.07	\$4.51
TOTAL PACKAGE		\$15.44	\$18.94

\* INCLUDES SUPPLEMENTAL DUES IF SO AUTHORIZED

\*\* ALL TRAVEL TIME HOURS WILL BE PAID AT ONE AND ONE-HALF TIMES THE TRAVEL TIME HOURLY RATE. Effective July 1, 1999, this language and the practice of payment of Travel Time will be deleted in its entirety.

1 Effective July 1, 1999, all references to Travel Time Hourly Rate and the practice of payment of Travel Time will be eliminated in their entirety.

**MEMORANDUM OF AGREEMENT**

**by and between**

**Southern California District Council of Laborers and its affiliated  
Laborers Local Union No. 1184**

**and**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

**Changes from the 1997-2000 Laborers' Master Striping Agreement**

**RECEIVED**  
**Department of Industrial Relations**

**JUL 31 2000**

**Div. of Labor Statistics & Research  
Chief's Office**

## LABORERS 2000-2003 MASTER STRIPING AGREEMENT

Double-underline items indicate insertions and ~~strikeout~~ items indicate deletions from the 1997-2000 Master Striping Agreement.

1. **Term of Agreement:** All dates to conform with three (3) year agreement effective July 1, 2000, through June 30, 2003

2. **Amend Article III (Coverage and Description) Paragraph E (7) (NEW):**

E. This Agreement shall cover all striping and related work performed as part of the striping operation by the Contractor or the subcontractor of the Contractor, which includes but not limited to:

1. All work in connection with the layout, painting, application and installation of protective coatings, lines, arrows, traffic stripes and markings; hot thermo plastic; tape traffic stripes and marking.

2. All Traffic Delineating Device Applicator and installation work in connection with the layout and application of pavement markers, striping, delineating signs, rumble and traffic bars, adhesives, guide markers; thermoplastic delineators and reflective traffic tape, other traffic delineating devices; including all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process.

3. All Traffic Surface Abrasives Blaster work in connection with the removal of traffic lines and markings; preparation of surface for coating and traffic control devices.

4. All Traffic Protective Delineating Systems Installer work in connection with removal, relocation, installation, of permanently affixed roadside and parking delineating barricades, fencing, guardrail, cable anchor, reference signs, monument markers and car stops.

5. Seal coating, slurry coating, emulsion mix overlays, crack sealing and other surface protection on any surface including parking facilities, school yards, game courts and other such surfaces.

6. All work in the Contractor's permanent and temporary yards, including but not limited to warehouse stocking and loading, repair and maintenance of equipment and vehicles, clean-up and storage area work, which have been particularly provided or set up to handle work in connection with jobs or projects covered by the terms of this Agreement.

7. All work in connection with the repairing and filling of cracks on streets and highways.

6. Amend Article XII, Paragraph C:

C. All Foremen shall be paid no less than one dollar and fifty cents (\$1.50) ~~(\$1.00)~~ per hour more than the hourly wage rate of the highest classification over which they have leadership. In the event the Contractor, at his option, elects to use a Foreman to supervise other Foremen, he shall be paid not less than one dollar (\$1.00) per hour more than the hourly rate of the highest classified Foreman over whom he has leadership.

7. Amend Article XV, Paragraph A: Eliminate the appropriate Paragraphs and references to Travel Time pay and incorporate a new Paragraph A (1) to clarify that all travel is paid at the full wage rate and fringe benefits:

A. Travel Time.

1. The Contractor shall pay the employee at the employee's appropriate classification wage rate with full contributions to the Trust Funds for all hours worked or paid for travel from the permanent yard to the jobsite; from jobsite to jobsite; and from the jobsite to the permanent yard. ~~On work covered by this Agreement, the Contractor shall be responsible for payment of wages from the permanent yard to the jobsite and return as set forth in this Article. Employees who are qualified and/or requested to drive a Contractor's vehicle from the Contractor's permanent yard to the first jobsite and return to the Contractor's permanent yard will be paid the Travel Time Hourly Rate of pay, in addition to the Contractor making the vacation/supplemental dues contribution to the Vacation Trust, but excluding all other fringe benefits, for the actual time he spends driving, up to a maximum of four (4) travel hours in one day. Travel hours beyond four (4) in one day shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. Employees who are not qualified and/or not requested to drive a Contractor vehicle will report to the Contractor's permanent yard and travel in the Contractor's vehicles to the first jobsite and return to the Contractor's permanent yard, and will be paid the Travel Time Hourly Rate of pay in addition to the Contractor making the vacation/supplemental dues contribution to the Vacation Trust, but excluding all other fringe benefits, for the actual time spent riding in the vehicle, up to a maximum of four (4) travel hours in one day. Travel hours beyond four (4) in one day shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. Travel time shall not be considered hours worked and therefore the provisions of Article X (A) 2, shall not apply. Effective July 1, 1999, this paragraph is eliminated in its entirety.~~

2. ~~On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the Travel Time Hourly Rate of pay with full fringe benefit contributions. The provisions of Article X (A) 2, shall not be applicable in these circumstances. It is also agreed that the Contractor will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this paragraph.~~

~~Effective July 1, 1999, the preceding paragraph will be amended to read:~~

2. On pure travel days where employees are provided subsistence or overnight room and board, all hours the first day preparing for (including yard work, loading) and traveling to the jobsite, and all hours the last day closing down the job (including loading) and traveling to the permanent yard, shall be paid at the employee's appropriate classification rate contained in this Agreement with full contributions to the Trust Funds for all hours worked or paid. The provisions of Article X A (2) shall apply for all hours worked or paid over eight hours per day or worked on the sixth or seventh day.

~~3. Employees may be instructed to report to the jobsite on their own time only if the jobsite is closer to the employee's home than to the permanent yard.~~

~~Effective July 1, 1999, the preceding paragraph will be amended to read:~~

3. An employee who is not qualified and/or not requested to drive a Contractor's vehicle may be instructed to report to the first jobsite of the day on the employee's own time and without pay, provided that the jobsite is no more than sixty ~~fifty~~ (60) ~~(50)~~ street miles from his home. If the jobsite exceeds sixty ~~fifty~~ (60) ~~(50)~~ street miles from the employee's home, the employee must be notified to report to the permanent yard. If the Contractor does not notify the employee to report to the permanent yard and the employee drives more than sixty ~~fifty~~ (60) ~~(50)~~ street miles from his home to the jobsite, the employee shall be paid the appropriate wage rate and with full fringe benefit contribution, together with mileage reimbursement at the I.R.S. approved rate, for such travel.

No employee shall be required to use his own vehicle to drive from jobsite to jobsite.

~~4. Yard work performed by employees preparing to travel to the jobsite shall be considered travel time and subject to the provisions of paragraph 1 above. Effective July 1, 1999, this paragraph is eliminated in its entirety.~~

~~5. Travel time shall be paid at one and one-half times the Travel Time Hourly Rate of pay. Effective July 1, 1999, this paragraph is eliminated in its entirety.~~

~~6. If this Article is in conflict with wage determinations under either the Davis-Bacon Act or the California Labor Code as it relates to Public Works, then the Contractor shall pay travel time in accordance with those statutes, provided, that the Contractor pay not less than contained in this section.~~

~~\*All travel time hours will be paid at one and one-half (1½) times the Travel Time Hourly Rate. Effective July 1, 1999, this language and the practice of payment of Travel Time will be deleted in its entirety.~~

~~+Effective July 1, 1999, all references to Travel Time Hourly Rate and the practice of payment of Travel Time will be eliminated in their entirety.~~

### FUTURE INCREASES

#### *July 1, 2001*

Group I .....	\$0.85 To be allocated
Group II .....	\$1.00 To be allocated
Group III .....	\$1.25 To be allocated
Group IV .....	\$1.65 To be allocated

#### *July 1, 2002*

Group I .....	\$0.85 To be allocated
Group II .....	\$1.00 To be allocated
Group III .....	\$1.25 To be allocated
Group IV .....	\$1.80 To be allocated

9. Amend Article XVI, Paragraph F: Delete paragraph F regarding Training and Retraining and incorporate Apprenticeship Program and Apprentice wage and fringe benefits to read as follows:

A. The Contractors and the Union recognize the need for apprentice training and to this end shall indenture apprentices in conformity with California Labor Code Section 1777.5 governing employment of apprentices upon public work. Apprentices shall be employed in accordance with the Standards and guidelines as established by the Laborers Joint Apprenticeship Committee and approved by the Division of Apprenticeship Standards. The terms and conditions of this Agreement shall apply to Apprentices.

Laborers Southern California Joint Apprenticeship Committee

Craft: Parking and Highway Improvement (Striper-Laborer)

July 25, 2000



E: Wages and Fringe Benefits:

Hourly Wage Rates and Fringe Benefits for Entry Level Laborers:

			<u>Wage Rates</u>	<u>**Travel Time Hourly Rate<sup>†</sup></u>
Step I (0-2000 hours) - 60% of Group IV . . .			\$12.37	\$8.24
Step II (2001-4000 hours) - 70% of Group IV:			\$14.43	\$9.62
<u>Fringe Benefits:</u>		<u>Step I</u>		<u>Step II</u>
Health & Welfare	60%	\$1.98	70%	\$2.34
Pension	40%	.24	40%	.24
Vacation*	40%	.88	70%	1.53
Training & Retraining ***	***	***	100%	.28
Center for Contract Compliance	***	***	100%	.13
Industry Fund	***	***	100%	.05
TOTAL FRINGES		\$3.07	\$4.51	
TOTAL PACKAGE		\$15.44	\$18.94	

\* INCLUDES SUPPLEMENTAL DUES IF SO AUTHORIZED

\*\* ALL TRAVEL TIME HOURS WILL BE PAID AT ONE AND ONE-HALF TIMES THE TRAVEL TIME HOURLY RATE. ~~Effective July 1, 1999, this language and the practice of payment of Travel Time will be deleted in its entirety.~~

† ~~Effective July 1, 1999, all references to Travel Time Hourly Rate and the practice of payment of Travel Time will be eliminated in their entirety.~~

13. Amend Article XXIX, Term, Termination and Renewal:

The term of this Agreement is July 1, 2000 1997, to June 30, 2003 2000; and from year to year thereafter unless either the Union or the Association give written notice received by the other not less than sixty (60) days prior to June 30, 2003 2000, or sixty (60) days prior to June 30 of any subsequent year, of a desire to change, amend, modify, or terminate the Agreement.